

**EXHIBIT B-1**  
**PUBLIC VERSION**  
**(Brown Declaration, Exhibit 15)**

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12 Attorneys for Defendant  
13 Adobe Systems Inc.

14 UNITED STATES DISTRICT COURT

15 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

16 IN RE: HIGH-TECH EMPLOYEE  
17 ANTITRUST LITIGATION

18 THIS DOCUMENT RELATES TO:  
19 ALL ACTIONS

20 **Master Docket No. 11-CV-2509-LHK**

21 **DECLARATION OF JEFF  
22 VIJUNGCO OF ADOBE SYSTEMS  
23 INC. IN SUPPORT OF  
24 DEFENDANTS' OPPOSITION TO  
25 PLAINTIFFS' MOTION FOR CLASS  
26 CERTIFICATION**

27 Date Consolidated Amended Compl. Filed:  
28 September 13, 2011

29 **ATTORNEYS EYES ONLY**

1 I, Jeff Vijungco, declare as follows:

2 1. I am the Vice President of Worldwide Talent Acquisition at Adobe Systems Inc.  
3 ("Adobe"). I have been employed by Adobe for 10 years in Adobe's talent organization. I  
4 started as a contractor in about November of 2002, and in January 2003 became a Senior  
5 Recruiter of North America Field Sales & Corporate Functions, focusing on sales and marketing  
6 recruiting. I was promoted to Manager and Senior Manager of Talent Acquisition in December  
7 2004 and June 2005 respectively. I was promoted to Director and Senior Director of Worldwide  
8 Talent Acquisition & Executive Search in December 2005 and February 2008 respectively,  
9 overseeing recruiting in geographies outside of North America. In September 2009, I was  
10 promoted to my current position of Vice President of Worldwide Talent Acquisition, overseeing  
11 all recruiting for Adobe. In all of these positions, I have personally participated in recruiting  
12 candidates for Adobe.

13 2. I have personal knowledge of the matters stated in this declaration. I make the  
14 statements in this declaration based on information gained during my current and former positions  
15 within Adobe's talent organization. If called and sworn as a witness, I could and would  
16 competently testify to the matters stated below. Unless otherwise specified, the recruiting  
17 policies and practices described herein apply to Adobe's salaried employees between January 1,  
18 2005 and December 31, 2009 (the "Class Period").

19 3. The information in this declaration is confidential to Adobe. It is Adobe's practice  
20 to keep recruiting policies and strategies confidential, for internal use only, and not to disclose  
21 them to the public. The public disclosure of this information would harm Adobe, including  
22 potentially impairing its competitive position in recruiting, hiring, and compensating employees.  
23 Adobe derives independent economic value from keeping this information confidential. Adobe  
24 has designated the information Attorneys Eyes Only under the Protective Order entered in this  
25 case.

26 Adobe Recruiting Methods

27 4. Adobe identifies and recruits potential employees through numerous channels.  
28

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED] The importance of  
5 different channels has changed over time; [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
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20 [REDACTED] [REDACTED]  
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15 Cold-Calling

16 22. Cold calling refers to a recruiter approaching a candidate with whom the recruiter  
17 shares no connection and has had no prior contact to fill an open requisition.

18 23. While Adobe does not track candidates recruited through cold calls, [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
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19 [REDACTED]

Adobe Apple Cold-Calling Agreement

20 29. Adobe and Apple agreed not to cold call the other's employees. Under this  
21 agreement, hiring from Apple was never prohibited and there was no limitation on recruiting  
22 through other channels, including networking, employee referrals, career fairs, advertising on job  
23 boards, or recruiting employees that inquire about employment by submitting a resume through  
24 the company's website or reaching out to a recruiter.

25 30. Adobe and Apple continued to recruit and hire from each other during the Class  
26 Period. I am unaware of any requisitions that went unfilled because of the no-cold call agreement  
27 with Apple.

31. Adobe did not have an agreement with any other defendant restricting cold calling or any other recruiting method.

32. During the Class Period, Adobe recruited and hired from other defendants, including Apple, Google, Intel, Intuit, Lucasfilm, and Pixar and other defendants recruited and hired Adobe employees. However, defendants represent only seven of the hundreds of companies from which Adobe recruits and hires employees.

I declare under penalty of perjury that the foregoing is true and correct. Executed at San Jose, California on November 9, 2012.

By:

Jeff Vijungco

**ATTORNEYS EYES ONLY**

Vijungco Declaration  
Master Docket No. 11-CV-2509-LHK